

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
830 MoDOT DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	5-100922FR
DATE	September 8, 2010
PAGE #	1 OF PAGE 11

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE ON OR BEFORE

2:00 P.M., C.D.S.T., SEPTEMBER 22, 2010

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be
considered

Locations listed in bid documents

SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: Frankie Ryan

BUYER TELEPHONE: 573-522-9481

SERVICES:

Contract for furnishing “**UNDERBRIDGE
INSPECTION VEHICLE RENTAL WITH
OPERATOR**” for a contract period beginning date of
contract execution through December 31, 2010.

**INSURANCE
REQUIREMENTS**

Please see page 3 for
information on insurance
the Contractor will be
required to provide.

Note to Respondent: A vendor must be in compliance with the laws regarding
conducting business in the State of Missouri. The compliance to conduct business in
the state shall include but may not be limited to: Registration of business name,
vendors **MUST** submit a bid/proposal that correctly and accurately identifies the
company name that is registered to do business in the State of Missouri. All vendors
who are required to execute a contractual agreement **MUST** submit a copy of their
certificate with the signed copy of the contract agreement before the purchasing
department can proceed with MoDOT legal contract approval.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above request for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver
any or all the items on which prices were quoted within the guidelines specified in this bid.*

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

Is your firm MBE
certified?

☐ Yes ☐ No

Is your firm WBE certified? ☐ Yes ☐ No

List all agencies your firm is currently certified with. _____

1.0 INTRODUCTION AND ORGANIZATION

- 1.1 MoDOT is seeking qualified contractors to provide a Underbridge Inspection Vehicle with an operator for inspection services being performed by MoDOT for the Missouri Highways and Transportation Commission (MHTC).
- 1.2 **Organization:** This document, referred to as an Request for Bid (RFB), is divided into the following parts:
- | | |
|--|---|
| 1) Introduction and Organization | 9) <u>Pricing Submittal and Award</u> (<i>SIGN AND RETURN</i>) |
| 2) Bid Submission Information | 10) <u>Attachment A:</u> Preference in Purchasing Products (<i>SIGN AND RETURN</i>) |
| 3) Components of Agreement | 11) <u>Attachment B:</u> Worker Eligibility Verification Affidavit (<i>SIGN AND RETURN</i>) |
| 4) Specific Requirements | 12) <u>Attachment C:</u> Missouri Service-Disabled Veteran Business Preference (<i>SIGN AND RETURN, if appropriate</i>) |
| 5) Equipment | 13) Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions |
| 6) Other Requirements | |
| 7) Payment | |
| 8) Changes, Additions, Deductions and Extra Work | |

2.0 BID SUBMISSION INFORMATION

- 2.1 Your written bid must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) **to be received on or before the date and time specified on the front page of this bid document**, at the office of the RFB Coordinator:
- Ms. Frankie Ryan
Missouri Department of Transportation
General Services - Procurement
Physical Location: **830 MoDOT Drive, Jefferson City, MO 65109**
Mail Location: **P.O. Box 270, Attn: General Services, Jefferson City, MO 65109**
- 2.2 All documents must be sealed and should be clearly marked **"Bid for Underbridge Inspection Vehicle Rental with Operator"**.
- 2.2.1 The Bidder should include a completed copy of **Attachments A through C** and any other requested or required information with the submitted response, as necessary. All questions regarding the RFB shall be submitted to the RFB Coordinator.
- 2.2.2 The Bidder agrees to provide the services specified herein at the prices submitted on the Pricing Pages, under the terms of this Request for Bid.
- 2.3 **Contract Award:** MHTC Reserves the right to offer multiple awards. MHTC will be awarding the bid per information noted on the pricing page. The contract will be awarded to the lowest, responsive and responsible Bidder.
- 2.4 **Contract Period and Completion Date:** The contract shall commence beginning the date of contract execution through December 31, 2010. **The anticipated date range the equipment will be needed is November 1, 2010 through November 10, 2010.** Please be aware that this is only an estimated timeline and is subject to change to meet the needs of MoDOT.
- 2.5 **Rejection of Bids:** MHTC reserves the right to reject any or all bids, for any reason whatsoever.

- 2.6 **Out of State Vendors:** Out of state vendors will be required to submit a copy of his/her Out of State Transient Employer's Certificate as issued by the Missouri Department of Revenue (DOR). The contractor must be able to obtain a tax payment bond in the amount currently required by the DOR. If all the appropriate information is made available to the DOR, it may take 2-3 weeks for the contractor to obtain the tax bonding and "Certificate of Registration".
- 2.7 **Insurance Requirements:** Please refer to the *Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions* that are attached to the bid documents for information on required insurance for this project. **PLEASE NOTE: The MHTC and MoDOT will not indemnify the Contractor and will not supply insurance for the Contractor.** The Contractor must provide insurance in the types and amounts noted in this RFB.
- 2.8 **Non-Exclusivity:** The Missouri Department of Transportation reserves the right to obtain like or similar services of this or other providers when use of such services is deemed in the best interest of MoDOT.
- 2.9 **Non-Employment Of Unauthorized Aliens:**
- 2.9.1 Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.
- 2.9.2 E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.
- 2.10 **Commission Representative:** The Commission's Supervising Bridge Inspection Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this agreement.

3.0 ACCEPTANCE OF BID AND CLARIFICATIONS

- 3.1 MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

4.0 SPECIFIC REQUIREMENTS

- 4.1 Equipment proposed by the Bidder must be a unit that has the intended purpose of underbridge inspection. It shall be a truck driven unit with horizontal under bridge reach capabilities of 75 feet and vertical downward reach of 85 feet. The unit should be operational from either side of the truck. There shall be a work bucket of sufficient size and capacity to allow a minimum of two (2) inspectors from MoDOT to use the work bucket. The inspector must be able to operate the controls from within the work bucket.

Terms of the rental shall include an operator at all times, who will drive and be responsible for the truck, and provide any necessary operational training to the inspectors, as necessary. MoDOT will provide all safety equipment, including harnesses, lanyards, hardhats, etc. as per department policies.

- 4.2 The Contractor shall repair any damages to MHTC property caused by the Contractor's equipment and/or employees/subcontractors in a timely manner at no expense to MHTC.
- 4.3 The Contractor shall use equipment and perform work in a manner to prevent damages to the MHTC

infrastructure facilities and all landscaped areas. The Contractor shall repair any damages caused by the Contractor's equipment and/or employees/subcontractors in a timely manner at no expense to MHTC. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the Contractor in a timely manner.

5.0 EQUIPMENT

- 5.1 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. **NOTE:** Equipment used in the underbridge inspection must have been inspected and found to be in compliance with ANSI/SIA 92.8 (American National Standards Institute - standards for Vehicle-Mounted Bridge Inspection and Maintenance Devices), prior to its utilization for any work outlined in this RFB.

6.0 OTHER REQUIREMENTS

- 6.1 This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor, equipment, materials, personnel, taxes, and fees necessary and required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for employment of labor by MoDOT or the MHTC, and MoDOT and the MHTC are to have no direction or control over the employees used by the Contractor in performance of the work.
- 6.2 **Safety:** Safety of the Contractor's personnel and equipment is the responsibility of the Contractor.
- 6.3 **Licenses:** The Contractor shall be duly licensed in accordance with the city's, state's and county's statutory requirements to perform the work.
- 6.4 **Notices of Violations:** The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any sub-contractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to MHTC.
- 6.5 **Permits:** The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.
- 6.7 **Inclement Weather:** The Commission Representative may suspend Contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 6.8 **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the MoDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.
- 6.9 **Incorporation of Provisions:** The contractor shall include the provisions specified herein in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or Directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the MHTC or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request MHTC to enter into such litigation to protect the interests of the State and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7.0 PAYMENT

- 7.1 MoDOT will process payment to the Contractor when work has been completed and has been accepted by the Commission Representative. Unless otherwise directed by the Commission Representative, the Contractor will receive only one (1) payment for all services/deliverables completed. No other payments or reimbursements shall be made to the Contractor.
- 7.2 Unless otherwise provided for in the solicitation documents, payment for all services required herein shall be made in arrears. The MHTC shall not make any advance deposits.

8.0 CHANGES, ADDITIONS, DEDUCTIONS AND EXTRA WORK

- 8.1 It is anticipated there will be three (3) bridges located in the St. Louis metropolitan area and three (3) bridges located in the Kansas City metropolitan area where the equipment will be utilized. Upon proper action by the Commission Representative, MHTC may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor.
- 8.2 No extra work shall be done or any obligation incurred except upon written order by the Commission Representative. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Commission Representative shall make an equitable adjustment and modify the contract in writing through the use of a supplemental to the contract.
- 8.3 The Commission Representative reserves the right to direct additional services not described in the bid document as changed or unforeseen conditions may require. Such direction by the Commission Representative shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Contractor performing the additional or changed services, or incurring any additional cost therefore.

9.0 PRICING SUBMITTAL AND AWARD

- 9.1 **PRICING:** The Bidder shall provide firm, fixed prices as noted on the Pricing Page for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the pricing submitted by the Bidder. MoDOT reserves the right to increase or decrease the quantity as needed and as otherwise noted in the bid documents.
- 9.2 **AWARD:** MoDOT will award the contract based on the bid that is the most appropriate for meeting the needs of MoDOT. *The lowest and best pricing process will be used to determine the award.* The following will be used in determining lowest cost, but does not necessarily include all elements to be used in determining award. **IF THE BIDDER DOES NOT PROVIDE A COST FOR THESE ITEMS, MODOT WILL ASSUME THE COST IS \$0 FOR THAT ITEM.**

Calculation for Lowest Cost: Cost of one (1) unit/item as submitted by the Bidder, from the below list, will be added together to obtain the **total lowest cost**.

- Equipment Rental Per Day
- Equipment Rental Per Week
- Equipment Rental Per Month
- Operator Charges Per Day (does not include per diem)
- Operator Charges Per Week (does not include per diem)
- Operator Charges Per Month (does not include per diem)
- Initial Mobilization "COST PER MILE" to the first work site from the domicile of the equipment (cost of 1 mile will be used in cost calculation)
- Additional mobilization cost per billable mile for "Bridge to Bridge" (cost of 1 mile will be used in cost calculation)

- Demobilization "COST PER MILE" from project completion site to the domicile of the equipment
 - Hourly Overtime Rates for Operator (expressed as a percentage of the above Operator Charges)
 - Hourly Overtime Rates for Equipment (expressed as a percentage of the above Equipment Rental Charges)
 - Weekend Differential for Operator (expressed as a percentage of the above Operator Charges)
 - Weekend Differential for Equipment (expressed as a percentage of the above Equipment Rental Charges)
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PRICING SUBMITTAL

The Bidder must submit a pricing sheet, that details all itemized costs to be charged to the rental of this equipment with operator. The Bidder may use his/her own quote form but must include all itemized costs as noted below. SIGN THIS PAGE WHERE INDICATED BELOW AND SUBMIT THIS PAGE WITH YOUR PRICING SUBMITTAL.

NOTE: PLEASE BE AWARE THAT MODOT WILL NOT ACCEPT ANY TERMS AND CONDITIONS OF THE BIDDER THAT ARE INCLUDED IN HIS/HER PRICING PAGE OR OTHER DOCUMENT SUBMITTALS. The Bidder's attention is directed to the terms and conditions published in this RFB that will apply to any services provided as part of this RFB.

These costs must include, but may not be limited to, those listed below. IF THE BIDDER DOES NOT PROVIDE A COST, OR DOES NOT INDICATE "NOT APPLICABLE" FOR ANY OF THE BELOW ITEMIZED COSTS, MODOT WILL ASSUME THE COST IS \$0 FOR THAT ITEM.

ITEMIZED COSTS:

- | | |
|---|---|
| <ul style="list-style-type: none">• <u>Equipment Rental</u> (per day, week and month)<ul style="list-style-type: none">◦ <i>MoDOT will only pay for those days when the equipment is in use</i>• <u>Operator Charges</u> (per day, week and month)• <u>Surcharges</u> (list types and amount for each)• <u>Hourly Overtime Rates</u> (combined rate for Operator and equipment)• <u>Weekend differential</u> for Operator and equipment (expressed as a percentage of the daily rate) | <ul style="list-style-type: none">• <u>Initial mobilization</u> "Cost Per Mile" to first work site from the domicile of the equipment• <u>Additional mobilization:</u> Cost per billable mile for "Bridge to Bridge"<ul style="list-style-type: none">◦ <i>MoDOT estimates approximately 400 miles</i>• <u>Demobilization</u> "Cost Per Mile" from project completion site to the domicile of the equipment |
|---|---|

ADDITIONAL INFORMATION TO INCLUDE WITH YOUR PRICING SUBMITTAL:

- | | |
|---|---|
| <ul style="list-style-type: none">• What are your <u>cancellation notice</u> requirements• What are the minimum number of hours for a <u>daily</u> rental• What are the minimum number of days for a <u>weekly</u> rental• What are the minimum number of days for a <u>monthly</u> rental | <ul style="list-style-type: none">• What are the minimum hours charged for a <u>work stoppage</u><ul style="list-style-type: none">◦ <i>MoDOT will not pay in excess of four (4) hours for this charge</i>• Provide a list of, and estimated cost for, <u>Overweight and/or Trip Permits</u>• Other fees or charges: Submit a list with the fee or charge identified and the cost for each. |
|---|---|

PER DIEM RATES: The maximum per diem rate MoDOT will accept are those listed by the U.S. General Services Administration for a given location. The below web link will direct the Bidder to the per diem overview webpage to research applicable per diem rates for work outlined in this RFB.

<http://www.gsa.gov/portal/category/21287>

PLEASE NOTE: MoDOT reserves the right to adjust the daily per diem for partial work days or negotiate the number of days the per diem will be paid to the Contractor. An example of this may be that on the day the Operator is traveling back to his/her home domicile the lodging part of the per diem may not be approved.

Bidder's Firm Name _____

Signature

Date

10.0 ATTACHMENT A: PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish **ALL** information requested below.

FOR CORPORATIONS:

State in which incorporated:

FOR OTHERS:

State of domicile:

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

11.0: ATTACHMENT B: Page 1 of 2

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of _____, 2010, before me appeared _____, personally
known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who
being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

- I, the Affiant, am the _____ of _____, and I am duly authorized,
title business name
directed, and/or empowered to act officially and properly on behalf of this business entity.

- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

ATTACH DOCUMENTATION OF ENROLLMENT/PARTICIPATION IN A FEDERAL WORK AUTHORIZATION PROGRAM

11.0: ATTACHMENT B: Page 2 of 2

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss

COUNTY OF _____)

On this _____ day of _____, 2010, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public
owner or partner business name
benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen.
☐ an alien lawfully admitted for permanent residence

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 2010.

Notary Public

My commission expires:

ATTACH DOCUMENTATION OF ENROLLMENT/PARTICIPATION IN A FEDERAL WORK AUTHORIZATION PROGRAM

12.0: ATTACHMENT C

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

13.0 STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Officer and must be adhered to. If time varies on different items, the Bidder/Officer shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Officer will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Officer agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

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Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

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- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

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Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Safety Issues

- a. The Contractor will comply with local laws involving safety in the prosecution of the work.

Official Holidays

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays** falls on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays** falls on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Temporary Suspension of Work

- a. The Commission Representative shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.